

CONTRACT

WCAU
10 Monument Road
Bala Cynwyd, PA 19004
(610) 668-5510

www.nbcphiladelphia.com

And:

SRCPMEDIA
201 NORTH UNION STREET
SUITE 200
ALEXANDRIA, VA 22314

<u>Contract / Revision</u> 334069 /		<u>Alt Order #</u> WOC10033354
<u>Product</u> Partial Week		
<u>Contract Dates</u> 09/12/12 - 09/17/12	<u>Estimate #</u> 259	
<u>Advertiser</u> TOM SMITH FOR SENATE		<u>Original Date / Revision</u> 09/07/12 / 09/17/12
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Station</u> WCAU	<u>Account Executive</u> Aaron Zeligson	<u>Sales Office</u> Philadelphia NS
<u>Special Handling</u>		
<u>Demographic</u> RA35+		
<u>IDB#</u>	<u>Advertiser Code</u> 11	<u>Product Code</u> 37
<u>Agency Ref</u> 66695		<u>Advertiser Ref</u> 27415

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
N 1	WCAU	09/12/12	09/14/12	5A-6A M-F NBC10 NEWS 5A	5A-6A M-F		:30			NM	3	\$450.00
	IP											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/12	09/18/12	-- WTF--				3	\$150.00			
N 2	WCAU	09/12/12	09/14/12	6A-7A M-F	6A-7A M-F		:30			NM	3	\$1,275.00
	IP											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/12	09/18/12	-- WTF--				3	\$425.00			
N 3	WCAU	09/12/12	09/14/12	7A-9A TODAY SHOW	7A-9A M-F		:30			NM	6	\$3,300.00
	IP											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/12	09/18/12	-- WTF--				6	\$550.00			
N 4	WCAU	09/12/12	09/15/12	7A-9A SATURDAY	7A-9A SA		:30			NM	2	\$700.00
	IP											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/10/12	09/16/12	-----S-				2	\$350.00			
N 5	WCAU	09/17/12	09/17/12	9A-10A TODAY SHOW 2	9A-10A M-F		:30			NM	1	\$225.00
	IP											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/12	09/18/12	M-----				1	\$225.00			
N 6	WCAU	09/12/12	09/16/12	8-10A SUNDAY	758A-956A SUND/		:30			NM	2	\$800.00
	IP											
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/10/12	09/16/12	-----S				2	\$400.00			
N 7	WCAU	09/12/12	09/14/12	10A-11A TODAY SHOW 3	10A-11A M-F		:30			NM	3	\$450.00
	IP											

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FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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Contract / Revision	Alt Order #
334069 /	WOC10033354

Contract Dates	Product	Estimate #
09/12/12 - 09/17/12	Partial Week	259

Advertiser	Original Date / Revision
TOM SMITH FOR SENATE	09/07/12 / 09/17/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
Week: <u>Start Date</u> 09/12/12 <u>End Date</u> 09/18/12 <u>Weekdays</u> -- WTF-- <u>Spots/Week</u> 3 <u>Rate</u> \$150.00												
N 8	WCAU	09/12/12	09/14/12	3P-4P M-F ELLEN	3P-4P M-F		:30			NM	3	\$900.00
IP												
Week: <u>Start Date</u> 09/12/12 <u>End Date</u> 09/18/12 <u>Weekdays</u> -- WTF-- <u>Spots/Week</u> 3 <u>Rate</u> \$300.00												
N 9	WCAU	09/12/12	09/14/12	4P-5P NBC10 NEWS	4-5P M-F		:30			NM	6	\$1,800.00
IP												
Week: <u>Start Date</u> 09/12/12 <u>End Date</u> 09/18/12 <u>Weekdays</u> -- WTF-- <u>Spots/Week</u> 6 <u>Rate</u> \$300.00												
N 10	WCAU	09/12/12	09/14/12	5-6P NBC10 NEWS @ 5	M-F 5-6P M-F		:30			NM	6	\$2,400.00
IP												
Week: <u>Start Date</u> 09/12/12 <u>End Date</u> 09/18/12 <u>Weekdays</u> -- WTF-- <u>Spots/Week</u> 6 <u>Rate</u> \$400.00												
N 11	WCAU	09/12/12	09/14/12	6P-630P NBC10 NEWS	6P-630P M-F		:30			NM	3	\$1,575.00
IP												
Week: <u>Start Date</u> 09/12/12 <u>End Date</u> 09/18/12 <u>Weekdays</u> -- WTF-- <u>Spots/Week</u> 3 <u>Rate</u> \$525.00												
N 12	WCAU	09/15/12	09/16/12	6P-630P SA/SU	6P-630P SA/SU		:30			NM	2	\$700.00
IP												
Week: <u>Start Date</u> 09/10/12 <u>End Date</u> 09/16/12 <u>Weekdays</u> -----SS <u>Spots/Week</u> 2 <u>Rate</u> \$350.00												
N 13	WCAU	09/12/12	09/14/12	7P-730P M-F	7P-730P M-F		:30			NM	2	\$1,900.00
CDR												
Week: <u>Start Date</u> 09/12/12 <u>End Date</u> 09/18/12 <u>Weekdays</u> -- WTF-- <u>Spots/Week</u> 2 <u>Rate</u> \$950.00												
N 14	WCAU	09/12/12	09/14/12	730P-8P M-F	730P-8P M-F		:30			NM	2	\$1,900.00
CDR												
Week: <u>Start Date</u> 09/12/12 <u>End Date</u> 09/18/12 <u>Weekdays</u> -- WTF-- <u>Spots/Week</u> 2 <u>Rate</u> \$950.00												
N 15	WCAU	09/12/12	09/14/12	11-1135P M-F LATE NEWS	11P-1135P		:30			NM	3	\$6,000.00
CDR												
Week: <u>Start Date</u> 09/12/12 <u>End Date</u> 09/18/12 <u>Weekdays</u> -- WTF-- <u>Spots/Week</u> 3 <u>Rate</u> \$2,000.00												
N 16	WCAU	09/12/12	09/14/12	TONIGHT SHOW W/JAY LENO	1135P-107A		:30			NM	3	\$1,275.00
IP												
Week: <u>Start Date</u> 09/12/12 <u>End Date</u> 09/18/12 <u>Weekdays</u> -- WTF-- <u>Spots/Week</u> 3 <u>Rate</u> \$425.00												
N 17	WCAU	09/12/12	09/12/12	8-10P AMER GOT TALENT	8P-10P		:30			NM	1	\$3,500.00
IP												
Week: <u>Start Date</u> 09/10/12 <u>End Date</u> 09/16/12 <u>Weekdays</u> -- W--- <u>Spots/Week</u> 1 <u>Rate</u> \$3,500.00												

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FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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<u>Contract / Revision</u> 334069 /		<u>Alt Order #</u> WOC10033354
<u>Contract Dates</u> 09/12/12 - 09/17/12	<u>Product</u> Partial Week	<u>Estimate #</u> 259
<u>Advertiser</u> TOM SMITH FOR SENATE		<u>Original Date / Revision</u> 09/07/12 / 09/17/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount		
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>					
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>				
	1	WCAU	09/10/12-09/16/12	8-10P AMER GOT TAL FINA	8P-10P	---W-----	:30		\$3,500.00	NM				
	See MG 17.2													
	PREEMPT-PROGRAM CHANGE													
	2	WCAU	09/10/12-09/16/12	9-10P AMERICA'S GOT TALI	9P-10P	---W-----	:30		\$3,500.00	NM				
	Ⓜ MG for 17.1 09/12													
N 18	WCAU	09/15/12	09/15/12	11-1130P LATE NEWS SAT	11-1130P		:30			NM	1	\$2,000.00		
	CDR													
			<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>			<u>Spots/Week</u>	<u>Rate</u>					
	Week:		09/12/12	09/18/12	-----S-			1	\$2,000.00					
N 19	WCAU	09/17/12	09/17/12	5A-6A M-F NBC10 NEWS 5A	5A-6A M-F		:30			NM	1	\$175.00		
	IP													
			<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>			<u>Spots/Week</u>	<u>Rate</u>					
	Week:		09/12/12	09/18/12	M-----			1	\$175.00					
N 20	WCAU	09/17/12	09/17/12	6A-7A M-F	6A-7A M-F		:30			NM	1	\$400.00		
	IP													
			<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>			<u>Spots/Week</u>	<u>Rate</u>					
	Week:		09/12/12	09/18/12	M-----			1	\$400.00					
N 21	WCAU	09/17/12	09/17/12	7A-9A TODAY SHOW	7A-9A M-F		:30			NM	2	\$1,000.00		
	IP													
			<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>			<u>Spots/Week</u>	<u>Rate</u>					
	Week:		09/12/12	09/18/12	M-----			2	\$500.00					
N 22	WCAU	09/12/12	09/14/12	9A-10A TODAY SHOW 2	9A-10A M-F		:30			NM	3	\$675.00		
	IP													
			<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>			<u>Spots/Week</u>	<u>Rate</u>					
	Week:		09/12/12	09/18/12	--WTF--			3	\$225.00					
	<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>	<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>				
	3	WCAU	09/12/12-09/18/12	9A-10A TODAY SHOW 2	9A-10A M-F	---WThF----	:30		\$225.00	NM				
	See MG 22.4													
	DNA-NEWS SPL REPORT													
	4	WCAU	09/17/12-09/17/12	9A-10A TODAY SHOW 2	9A-10A M-F	M-----	:30		\$225.00	NM				
	Ⓜ MG for 22.3 09/12													
N 23	WCAU	09/17/12	09/17/12	10A-11A TODAY SHOW 3	10A-11A M-F		:30			NM	1	\$150.00		
	IP													
			<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>			<u>Spots/Week</u>	<u>Rate</u>					
	Week:		09/12/12	09/18/12	M-----			1	\$150.00					
N 24	WCAU	09/17/12	09/17/12	3P-4P M-F ELLEN	3P-4P M-F		:30			NM	1	\$300.00		
	IP													
			<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>			<u>Spots/Week</u>	<u>Rate</u>					
	Week:		09/12/12	09/18/12	M-----			1	\$300.00					
N 25	WCAU	09/17/12	09/17/12	4P-5P NBC10 NEWS	4-5P M-F		:30			NM	2	\$600.00		
	IP													
			<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>			<u>Spots/Week</u>	<u>Rate</u>					
	Week:		09/12/12	09/18/12	M-----			2	\$300.00					

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<u>Contract / Revision</u> 334069 /		<u>Alt Order #</u> WOC10033354
<u>Contract Dates</u> 09/12/12 - 09/17/12	<u>Product</u> Partial Week	<u>Estimate #</u> 259
<u>Advertiser</u> TOM SMITH FOR SENATE		<u>Original Date / Revision</u> 09/07/12 / 09/17/12

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
N 26	WCAU	09/17/12	09/17/12	5-6P NBC10 NEWS @ 5 M-F	5-6P M-F		:30			NM	2	\$800.00
IP												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/12	09/18/12	M-----				2	\$400.00			
N 27	WCAU	09/17/12	09/17/12	6P-630P NBC10 NEWS	6P-630P M-F		:30			NM	1	\$800.00
CDR												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/12	09/18/12	M-----				1	\$800.00			
N 28	WCAU	09/16/12	09/16/12	NFL LATE NEWS	11P-1205A		:30			NM	1	\$2,300.00
CDR												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/12	09/18/12	-----S				1	\$2,300.00			
<u>Spot</u>	<u>Ch</u>	<u>Date Range</u>		<u>Description</u>	<u>Start/End Time</u>	<u>Weekdays</u>	<u>Length</u>		<u>Rate</u>	<u>Type</u>		
1	WCAU	09/12/12-09/18/12		NFL LATE NEWS	11P-1205A	-----Su	:30		\$2,300.00	NM		
See MG 28.2												
DNA-SPORTS OVERRUN												
2	WCAU	09/12/12-09/18/12		NFL LATE NEWS	1151-1223	-----Su	:30		\$2,300.00	NM		
Ⓜ MG for 28.1 09/16												
N 29	WCAU	09/17/12	09/17/12	11-1135P M-F LATE NEWS	11P-1135P		:30			NM	1	\$2,300.00
CDR												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/12	09/18/12	M-----				1	\$2,300.00			
N 30	WCAU	09/17/12	09/17/12	TONIGHT SHOW W/JAY LENO	1135P-107A		:30			NM	1	\$600.00
CDR												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		09/12/12	09/18/12	M-----				1	\$600.00			
Totals											69	\$41,250.00

Time Period	# of Spots	Gross Amount	Net Amount
08/27/12 - 09/17/12	69	\$41,250.00	\$35,062.50
Totals	69	\$41,250.00	\$35,062.50

Signature: _____ **Date:** _____

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